

PREVAILED

Roll Call No. \_\_\_\_\_

FAILED

Ayes \_\_\_\_\_

WITHDRAWN

Noes \_\_\_\_\_

RULED OUT OF ORDER

# HOUSE MOTION \_\_\_\_\_

MR. SPEAKER:

I move that Engrossed Senate Bill 225 be amended to read as follows:

- 1           Page 2, line 20, delete "(1) or" and insert "**(1), two (2), three (3), or**  
 2       **four (4) rental units that is the subject of a judgment of foreclosure**  
 3       **under IC 32-30-10-5. However, this section does not apply if:**  
 4           **(1) a receiver is appointed in the foreclosure action under**  
 5           **IC 32-30-5; or**  
 6           **(2) the plaintiff asking foreclosure states in its complaint that**  
 7           **the foreclosure will not affect the rights of a tenant not in**  
 8           **default of the tenant's lease.**  
 9           **(c) As used in this section, "former landlord" means the**  
 10       **landlord at the time the judgment of foreclosure was entered.**  
 11       **(d) As used in this section, "former owner" means the owner at**  
 12       **the time the judgment of foreclosure was entered.**  
 13       **(e) Not later than ten (10) days after the judgment of foreclosure**  
 14       **on real property described in subsection (b) is entered, the former**  
 15       **owner of the real property shall provide each tenant with written**  
 16       **notice of:**  
 17           **(1) the judgment of foreclosure; and**  
 18           **(2) the tenant's rights under this section;**  
 19       **by registered or certified mail.**  
 20       **(f) A tenant of real property described in subsection (b) has the**  
 21       **right to terminate the tenant's rental agreement upon written**  
 22       **notice delivered to the former landlord. Termination of a rental**  
 23       **agreement under this subsection is effective on a date established**  
 24       **by the tenant, but not earlier than:**

1           (1) ten (10) days after the tenant receives the written notice  
2           described in subsection (e); or

3           (2) ten (10) days after the date the judgment of foreclosure is  
4           entered, if the tenant does not timely receive the written  
5           notice described in subsection (e).

6           (g) A tenant who terminates a rental agreement under this  
7           section is liable for all rent and other charges due under the rental  
8           agreement to the effective date of termination, in an amount that  
9           is prorated to the effective date of termination. Rent due under this  
10          subsection is payable at the time it would have been payable under  
11          the terms of the rental agreement being terminated.

12          (h) Except for the rent and other charges payable as described  
13          in subsection (g), a tenant who terminates a rental agreement  
14          under this section is not liable for any other rent or charges solely  
15          because of the early termination of the rental agreement. However,  
16          a tenant may be liable for other charges if the tenant causes  
17          damage to the rental premises.

18          (i) A tenant may bring an action in any court having jurisdiction  
19          to enforce an obligation of a former owner or a former landlord  
20          under this section, or to obtain a remedy for the former owner's  
21          noncompliance. If the tenant prevails in an action brought under  
22          this section, the tenant may recover:

23               (1) actual and consequential damages;

24               (2) reasonable attorney's fees and court costs; and

25               (3) reasonable relocation expenses.

26          (j) A waiver of this chapter by a landlord or current or former  
27          tenant, by contract or otherwise, is void."

28          Page 2, delete lines 21 through 42.

29          Delete page 3 through 4.

(Reference is to ESB 225 as printed April 3, 2009.)

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Representative Bell